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2126757033

**THIS INSTRUMENT WAS PREPARED
BY AND AFTER RECORDING RETURN
TO:**

Ann Kaplan-Perkins
Office of the Corporation Counsel
City of Chicago
121 North LaSalle Street, Room 600
Chicago, Illinois 60602

Doc# 2126757033 Fee \$65.00

RHSP FEE:\$9.00 RPRF FEE: \$1.00

KAREN A. YARBROUGH

COOK COUNTY CLERK

DATE: 09/24/2021 12:27 PM PG: 1 OF 8

This space reserved for recorder's use only

ASSIGNMENT AND ASSUMPTION OF REDEVELOPMENT AGREEMENT

This ASSIGNMENT AND ASSUMPTION OF REDEVELOPMENT AGREEMENT (this "Assignment") is made and entered into as of the 22nd day of September, 2021 (the "Effective Date"), by and between **COMMUNITY HOUSING PARTNERS V L.P.**, an Illinois limited partnership ("Assignor") and **2242 ARCHER COURTS, LLC**, a Delaware limited liability company ("Assignee").

RECITALS

A. The City of Chicago, an Illinois municipal corporation and home rule unit of local government (the "City") and Assignor are parties to that certain Redevelopment Agreement dated June 1, 1999 and recorded with the Office of the Recorder of Deeds of Cook County, Illinois, whose functions are now performed by the Cook County Clerk, on June 9, 1999 as document number 99555211 (the "Agreement") with respect to the development of a low-income housing project commonly known as Archer Courts Apartments erected on real property (the "Property") located within the City and legally described on Exhibit A attached hereto and hereby made a part hereof. Assignor and Rose Affordable Housing Preservation Fund IV, L.P., a Delaware limited partnership ("Rose") entered into that certain Real Estate Purchase Agreement dated as of February 19, 2019, as assigned to Assignee by that certain Assignment and Assumption of Real Estate Purchase and Sale Agreement dated as of May 24, 2019 by and between Rose and Assignee under its original name, "RAHF IV Archer Courts LLC", as amended by that certain Omnibus Amendment and Agreement dated as of June 7, 2019 and that certain Second Omnibus Amendment and Agreement dated as of June 28, 2019, under which Assignor agrees to sell and convey all of its right, title and interest in and to the Project to Assignee, and Assignee agrees to acquire the same from Assignor (as so amended and assigned, the "Purchase and Sale Agreement"). Capitalized terms used herein and not otherwise defined herein shall have the meanings ascribed to them in the Agreement.

B. In accordance with the Purchase and Sale Agreement, Assignor desires to assign and convey, and Assignee desires to assume and acquire, all right, title and interest of Assignor in, to and under the Agreement, all pursuant to the terms and conditions set forth in this Assignment.

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ASSIGNMENT AND ASSUMPTION OF TIF REDEVELOPMENT AGREEMENT

C. Assignee acknowledges that, due to the payoff of Assignor's debt on the Property, there will no longer be TIF-Funded Interest Costs under the Agreement, and Assignee shall have no right to any payments under the Agreement.

D. City acknowledges the assignment of the Agreement by Assignor to Assignee.

NOW THEREFORE, for and in consideration of the foregoing recitals, the mutual covenants and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

1. Assignment and Sale. Effective as of the Effective Date, Assignor hereby assigns, transfers, sells and conveys to Assignee all of Assignor's right, title and interest as Developer (as defined in the Agreement) in, to and under the Agreement.

2. Assumption. Assignee hereby accepts the foregoing assignment, transfer and conveyance of all of Assignor's right, title and interest in, to and under the Agreement, and Assignee hereby assumes all of the duties, liabilities and obligations under the Agreement and agrees to fulfill, keep, perform and observe each and every duty, obligation, term, covenant and condition contained in the Agreement that is required to be fulfilled, kept, performed and observed by Developer under the Agreement.

Assignee agrees that, as between Assignor and Assignee, Assignor shall have no further duties or obligations under the Agreement on or after the Effective Date and Assignee shall be directly liable to the City for all of the duties, obligations and liabilities of the Developer under the Agreement first arising on or after the Effective Date.

3. Certificate of Acknowledgement to City. Assignee hereby certifies to City pursuant to Section 18.14 of the Agreement that Assignee shall abide by all executory terms of the Agreement, including, without limitation, Section 9.02 (Covenant to Redevelop), Section 9.12 (Real Estate Provisions) and Section 9.16 (Survival of Covenants) for the Term of the Agreement.

Assignee acknowledges and agrees that a default by the Assignor under the Agreement shall not (a) relieve Assignee from its obligations under the Agreement, or (b) constitute any defense, excuse of performance, release, discharge or similar form of equitable or other relief that would prevent or limit the City's enforcement of its remedies under the Agreement.

4. City Acknowledgement. By executing this Assignment, City acknowledges the assignment and assumption described herein and receipt of this Assignment.

5. Notice. Any notice, demand or request to Developer under the Agreement after the date hereof shall be sent to Assignee in accordance with the terms of the Agreement, including, without limitation, Section 17 of the Agreement, to:

2242 Archer Courts, LLC
c/o Jonathan Rose Companies
551 Fifth Avenue, 23rd floor

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ASSIGNMENT AND ASSUMPTION OF TIF REDEVELOPMENT AGREEMENT

New York, New York 10177
Attn: Nathan Taft
Email: nathan@rosecompanies.com

With copies to: Goulston & Storrs PC
 400 Atlantic Avenue
 Boston, Massachusetts 02110
Attn: Deborah S. Horwitz, Esq.
Email: dhorwitz@goulstonstorrs.com

6. Further Assurances. Assignor and Assignee agree to execute such additional documents after the date hereof as may be reasonably required to effectuate the terms of this Assignment; provided, however, that neither party shall have an obligation to execute any such document that such party reasonably believes will change its respective liability as set forth in this Assignment.

7. Affiliates, Successors and Assigns. This Assignment shall be binding upon and inure to the benefit of Assignor and Assignee and their respective successors and assigns.

8. Amendment. This Assignment may be amended only by a written instrument executed by each of the parties to this Assignment.

9. Applicable Law. This Assignment shall be construed and enforced in accordance with the substantive laws of the State of Illinois without regard to its principles of conflicts of laws.

10. Binding Effect. This Assignment has been duly executed and delivered by Assignor and Assignee, and this Assignment constitutes a valid and binding obligation of each party to this Assignment, enforceable against it in accordance with the terms of this Assignment.

11. Recording and Filing. The Assignee shall cause this Assignment and all amendments and supplements hereto to be submitted for recordation and filing with the Cook County Clerk. The Assignee shall pay all fees and charges incurred in connection with any such recording. Upon recording, the Assignee shall immediately transmit to the City an executed original of this Agreement showing the date and recording number of record.

12. Counterpart Execution. This Assignment may be executed in any number of counterparts or counterpart signature pages (by facsimile or electronic transmission or otherwise), each of which, when so executed, shall be deemed an original, and all of which taken together shall constitute but one and the same instrument.

[Signature Pages Follow]

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ASSIGNMENT AND ASSUMPTION OF TIF REDEVELOPMENT AGREEMENT

IN WITNESS WHEREOF, this Assignment has been executed as of the Effective Date.

ASSIGNOR:

COMMUNITY HOUSING PARTNERS V, L.P.,
an Illinois limited partnership

By: **CHICAGO COMMUNITY DEVELOPMENT CORPORATION,**
an Illinois corporation,
its General Partner

By: [Signature]
Name: Anthony Fusco, Jr.
Title: President

NOTARY CERTIFICATION

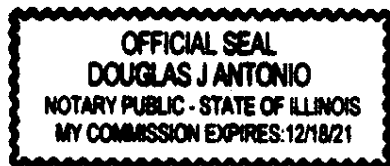
STATE OF Illinois)
) SS
COUNTY OF Cook)

I, the undersigned, a Notary Public in and for the county and State aforesaid, do hereby certify that Anthony J. Fusco, Jr., personally known to me to be the President of Chicago Community Development Corporation, an Illinois corporation, the General Partner of Community Housing Partners V L.P., an Illinois limited partnership (the "Assignor"), personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that (s)he signed and delivered the said instrument as his/her free and voluntary act, and as the free and voluntary act and deed of the Assignor, for the uses and purposes therein set forth.

GIVEN under my hand and official seal this 21 day of September, 2021.

[Signature]
Notary Public

(SEAL)



[ASSIGNEE SIGNATURE PAGE TO FOLLOW]

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ASSIGNMENT AND ASSUMPTION OF TIF REDEVELOPMENT AGREEMENT

ASSIGNEE:

2242 ARCHER COURTS, LLC,
a Delaware limited liability company

By: **RAHF V REIT Holdings, LLC,**
a Delaware limited liability company
its Managing Member

By: *Nathan Teft*
Name: *Nathan Teft*
Title: *Managing Member*

NOTARY CERTIFICATION

STATE OF *New York*
COUNTY OF *New York* SS

I, the undersigned, a Notary Public in and for the county and State aforesaid, do hereby certify that *Nathan Teft*, personally known to me to be the *Managing Member* of RAHF V REIT Holdings, LLC, a Delaware limited liability company, the Managing Member of 2242 Archer Courts, LLC, a Delaware limited liability Company (the "Assignee"), personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that (s)he signed and delivered the said instrument as his/her free and voluntary act, and as the free and voluntary act and deed of the Assignee, for the uses and purposes therein set forth.

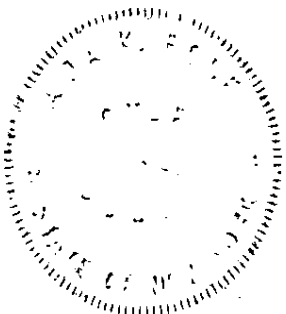
GIVEN under my hand and official seal this *16* day of September, 2021.

Aida K. Bode
Notary Public

(SEAL)

AIDA K. BODE
Notary Public, State of New York
Registration #01806335160
Qualified in New York County
Commission Expires Jan. 4, 2024

[CITY OF CHICAGO SIGNATURE PAGE TO FOLLOW]



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ASSIGNMENT AND ASSUMPTION OF TIF REDEVELOPMENT AGREEMENT

The City hereby acknowledges the terms and provisions of this Assignment.

CITY:

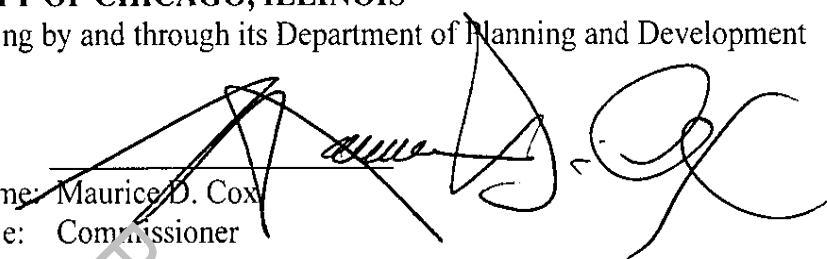
CITY OF CHICAGO, ILLINOIS

acting by and through its Department of Planning and Development

By: _____

Name: Maurice D. Cox

Title: Commissioner



NOTARY CERTIFICATION

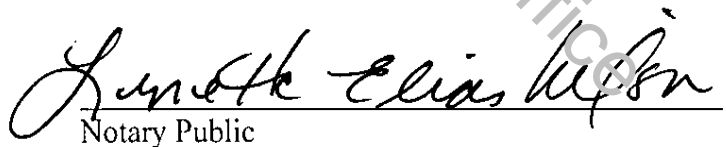
STATE OF ILLINOIS)

) SS

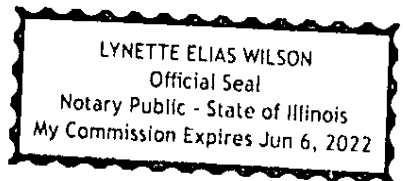
COUNTY OF COOK)

I, the undersigned, a notary public in and for the County and State aforesaid, do hereby certify that **MAURICE D. COX**, personally known to me to be the Commissioner of the Department of Housing of the City of Chicago, Illinois (the "City") and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such Commissioner, he signed and delivered the said instrument pursuant to authority, as his free and voluntary act, and as the free and voluntary act and deed of said City, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 20th day September, 2021.


Notary Public

(SEAL)



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EXHIBIT A

LEGAL DESCRIPTION

All that real property situated in the City of Chicago, County of Cook, State of Illinois and more particularly described as follows:

Parcel 1:

The leasehold estate created by the instrument hereinafter referred to as the Land Lease, executed by the Chicago Housing Authority, an Illinois municipal corporation, as Landlord and Community Housing Partners V L.P., an Illinois limited partnership, as Tenant, dated June 1, 1999, as amended and assigned to date described (except the buildings and improvements thereon) to wit:

A tract of land located in the West $\frac{1}{2}$ of the Northeast $\frac{1}{4}$ of Section 28, Township 39 North, Range 14, East of the Third Principal Meridian, described as follows:

Commencing at a point on the West line of South Princeton Avenue, being its intersection with the South line of West Cermak Road, as widened; thence South 00 degrees 16 minutes 19 seconds West along said West line of South Princeton Avenue, 432.65 feet to a point 156 feet North of the intersection of the West line of South Princeton Avenue and the North line of West 23rd Street; thence North 89 degrees 45 minutes 00 seconds West, 97.20 feet; thence South 58 degrees 10 minutes 39 seconds West, 296.82 feet to a point on the North line of said West 23rd Street, 348.66 feet West of the intersection of the West line of South Princeton and the North line of West 23rd Street; thence South 89 degrees 59 minutes 09 seconds West, along said North line 37.67 feet; thence North 00 degrees 01 minutes 43 seconds West, 97.98 feet; thence North 58 degrees 04 minutes 19 seconds East, 81.33 feet; thence North 00 degrees 01 minutes 17 seconds East, 269.69 feet to the South line of South Archer Avenue; thence North 58 degrees 07 minutes 27 seconds East, along said South line, 337.73 feet to the South line of West Cermak Road as widened; thence South 89 degrees 57 minutes 00 seconds East, along said South line, 33.25 feet to the point of beginning, except the buildings and improvements located thereon, in Cook County, Illinois.

Parcel 2:

All buildings and improvements located on the following described property:

A tract of land located in the West $\frac{1}{2}$ of the Northeast $\frac{1}{4}$ of Section 28, Township 39 North, Range 14, East of the Third Principal Meridian, described as follows:

Commencing at a point on the West line of South Princeton Avenue, being its intersection with the South line of West Cermak Road, as widened; thence South 00 degrees 16 minutes 19 seconds West along said West line of South Princeton Avenue, 432.65 feet to a point 156 feet North of the intersection of the West line of South Princeton Avenue and the North line of West 23rd Street; thence North 89 degrees 45 minutes 00 seconds West, 97.20 feet; thence South 58

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degrees 10 minutes 39 seconds West, 296.82 feet to a point on the North line of said West 23rd Street. 348.66 feet West of the intersection of the West line of South Princeton and the North line of West 23rd Street; thence South 89 degrees 59 minutes 09 seconds West, along said North line 37.67 feet; thence North 00 degrees 01 minutes 43 seconds West, 97.98 feet; thence North 58 degrees 04 minutes 19 seconds East, 81.33 feet; thence North 00 degrees 01 minutes 17 seconds East, 269.69 feet to the South line of South Archer Avenue; thence North 58 degrees 07 minutes 27 seconds East, along said South line, 337.73 feet to the South line of West Cermak Road as widened; thence South 89 degrees 57 minutes 00 seconds East, along said South line, 33.25 feet to the point of beginning.

Parcel 3:

Together with the benefits of that perpetual non-exclusive utility easement more fully described in that certain Grant of Easement made by Chicago Housing Authority to Community Housing Partners V L.P. dated June 1, 1999 and recorded June 9, 1999 under Document No. 99555209, Cook County Recorder of Deeds:

Addresses of Property: 2220 S. Princeton Avenue and 2242 S. Princeton, Chicago, Illinois

Permanent Index Numbers: 17-28-201-013-0000; 17-28-201-014-0000; 17-28-201-015-0000; 17-28-208-022-0000; 17-28-210-033-0000 and 17-28-210-034-0000